

# General Terms and Conditions of DHL eCS Solutions (DHL eCS)

International Transport and Delivery Services

**DHL 电子商务解决方案 通用条款与条件**

国际运输和配送服务

## 1. Definitions 定义

“Consignee” means the addressee or recipient to whom the Shipment is sent.

“收件人”指货物的收件人或接收方。

“DHL eCS” means DHL Global Forwarding (China) Co., Ltd.

“DHL 电子商务解决方案”指敦豪全球货运（中国）有限公司。

“Parties” refers to Sender and DHL eCS, and “Party” refers to each of Sender and DHL eCS.

“双方”指寄件人与 DHL 电子商务解决方案，“一方”指寄件人或 DHL 电子商务解决方案。

“Controlled Items” mean any military goods or other goods (including software and technology) that are subject to prohibitions or license, authorization or permit requirements (e.g., dual-use goods, weapons) under applicable export control, sanctions laws and regulations or other regulatory requirements and restrictions of any government authority or international organizations in conjunction with the import, export, transit or transfer of these goods.

“管制品”指根据适用的出口管制、制裁法律和条例或者任何政府当局或国际组织的其他监管要求和限制，在进口、出口、过境或转移时，禁止或需要获得许可证、授权或批准限制（如两用物品、武器等）的任何军用物品或其他物品（包括软件和技术）。

“GTC” means these General Terms and Conditions of DHL eCS.

“通用条款与条件”指本 DHL 电子商务解决方案通用条款与条件。

“Denied Party” means any natural and legal person (such as individuals, companies, groups, organizations, institutions) that is designated in any applicable Denied Party regulations of the European Union, the United States, the United Nations or any other applicable governments and international institutions as an restricted or denied party.

“被拒方”指在欧盟、美国、联合国或其他任何适用政府和国际机构的任何被拒方适用法规中被指定为受限方或被拒方的任何自然人和法人（如个人、公司、团体、组织、机构）。

“Sender” means the contracting party receiving any services from DHL eCS in accordance with a respective agreement.

“寄件人”指根据各自协议使用 DHL 电子商务解决方案任何服务的签约方。

“Shipment” means one or more mail or parcel items containing goods or press items or dialogue marketing material or other items or materials, which the Sender hands over to DHL eCS, and which may be transported and delivered by any means of transport selected by DHL eCS, whether by air, road or any other means of transport. Each such shipment is transported under limited liability pursuant to these GTC.

“货物”指寄件人移交给 DHL 电子商务解决方案的任何邮件或包裹，其中包含货物、物品或互动营销材料、其他配件或材料，由 DHL 电子商务解决方案选择通过空运、陆运或其他任何运输方式运输和交付。DHL 电子商务解决方案依本通用条款与条件的规定承担有限责任。

**“Trade Laws”** mean all applicable export control, sanctions, customs laws and regulations and other applicable regulatory requirements and restrictions of any government authority or international organizations related to the import, export, transfer or transit of goods.

**“贸易法”** 指任何政府当局或国际组织与货物进出口、转移或过境有关的所有适用的出口管制、制裁、海关法律和法规以及其他适用的监管要求和限制。

## 2. Scope

- (1) These GTC shall apply to all agreements between DHL eCS and the Sender regarding the transport and delivery of Shipments, unless otherwise agreed in writing by DHL eCS with the exception of Sections 4, No. (1), (b) to (d), 5 and 8, No. (4) (a)/.
- (2) As a part of the E-Commerce Related Services, DHL eCS may provide links to websites operated by third parties. DHL eCS is not responsible for the collection or processing of personal data or the operation or contents of such third party sites. Users should check the terms of use and privacy policies of such websites prior to use.
- (3) The Sender agrees to be bound by the GTC at the time of account opening. Any revisions to the GTC will be posted at [www.logistics.dhl](http://www.logistics.dhl) or may be obtained from DHL eCS directly upon request. The Sender's continued use of DHL eCS's services including but not limited to transport and delivery of Shipments shall constitute the Sender's agreement to the revised version of the GTC, and the Sender also agrees to abide by the terms of use and privacy policy posted at [www.logistics.dhl](http://www.logistics.dhl).
- (4) The Sender's general terms and conditions shall not apply and are herewith explicitly excluded, even if DHL eCS has accepted the Shipment without any express objection. Any terms and conditions which amend or modify these GTC shall be agreed in writing between the Parties.

## 2.适用范围

- (1) 本通用条款与条件应适用于 DHL 电子商务解决方案和寄件人之间关于货物运输和交付的所有协议，但 DHL 电子商务解决方案另有书面约定除外。本通用条款与条件第 4 条 (1) 款 (b) 项至 (d) 项、第 5 条和第 8 条 (4) 款 (a) 项相关约定在任何情况下不受影响。
- (2) 作为电子商务相关服务的一部分，DHL 电子商务解决方案可以提供第三方运营网站的链接。关于第三方网站对个人数据的收集、处理、操作或第三方网站的内容，DHL 电子商务解决方案概不承担任何责任。在使用此类网站前，用户应查阅此类网站的使用条款和隐私政策。
- (3) 寄件人同意在开户时遵守本通用条款与条件。任何对本通用条款与条件的修订均将发布在“[www.logistics.dhl](http://www.logistics.dhl)”，也可直接向 DHL 电子商务解决方案索取。寄件人继续使用 DHL 电子商务的服务，包括但不限于运输和交付货物，即视为寄件人同意接受本通用条款与条件的修订版本，并且寄件人还同意遵守 [www.logistics.dhl](http://www.logistics.dhl) 公布的使用条款和隐私政策。
- (4) 即使 DHL 电子商务解决方案已在没有任何明确反对的情况下接收货物，寄件人的通用条款与条件也不予适用，并特此明确排除在外。任何对本通用条款与条件的修订或修改应由双方以书面形式达成一致。

## 3. Agreement and Services

- (1) Contracts regarding transport and delivery of Shipments are concluded between the Sender and DHL eCS, either in written form or by way of hand-over of the Shipment and acceptance of the same for transport and delivery in accordance with these GTC.

- (2) The Sender shall prepare the Shipments correctly and provide all necessary details to enable DHL eCS to perform the services including transport and delivery, settling of damages claims and/or return of the Shipments, as the case may be.
- (3) DHL eCS accepts Shipments that comply with the GTC for transport and delivery from the Sender at the sites of DHL eCS, or picks up such Shipments at agreed sites of Sender, in order to deliver such Shipments to the Consignee directly or have them delivered by another service provider.
- (4) The Sender agrees to all routing and diversion, including the possibility that the Shipment will be transported via intermediate stops, at the sole and absolute discretion of DHL eCS.

### **3. 协议与服务**

- (1) 货物运输和交付的合同由寄件人与 DHL 电子商务解决方案签订，可以采用书面形式，也可采用依本通用条款与条件移交货物和接收货物的形式。
- (2) 寄件人应妥善备好货物，并提供所有必要的详细信息，以便 DHL 电子商务解决方案能够履行服务，包括运输和交付以及视情况而定解决损坏索赔和/或退运货物。
- (3) DHL 电子商务解决方案在其货站接受符合本通用条款与条件的货物，或在寄件人同意的地点提取此类货物，以便将此类货物直接交付给收件人或由其他服务商交付。
- (4) 寄件人同意，所有转运和绕行（包括中途停站的可能性）由 DHL 电子商务解决方案自行决定。

### **4. Unacceptable Shipments**

- (1) The Sender agrees that a Shipment is deemed unacceptable and therefore excluded from transport and any related services by DHL eCS if:
  - (a) It contains forgeries, unlicensed copies of products, counterfeits, live animals or plants, human or animal remains, narcotics or intoxicants, perishable goods, or goods requiring special handling (e.g., temperature or humidity control);
  - (b) It contains Controlled Items and/or does not comply with applicable Trade Laws;
  - (c) It contains goods subject to excise duties or special regulatory procedures or authorization for transport;
  - (d) Sender, any holding company, Consignee or any third party, directly or indirectly involved in the shipment or transaction or contracted by Sender is listed on any applicable sanctions lists as a Denied Party;
  - (e) Shipments or items the transportation of which is prohibited or is subject to special restrictions under the Universal Postal Convention and the supplementary documents, International Air Transport Association (IATA) or International Civil Aviation Organization (ICAO) rules;
  - (f) it contains goods classified as hazardous material, dangerous goods, prohibited or restricted articles by the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) for Shipments carried by road, IATA (International Air Transport Association) and ICAO (International Civil Aviation Organization) for Shipments carried by air, or other relevant organization;
  - (g) it has inadequate or defective packaging;
  - (h) Shipments the content of which violates intellectual property rights, including forged, counterfeit or unlicensed copies of products (brand and trademark piracy);
  - (i) Shipments the content or external characteristics of which may cause death or injury to or infection of persons or damage to property;

- (j) Shipments containing cash or other methods of payment, precious metals, works of art, jewelry, precious stones or other valuables or securities (unless otherwise agreed by DHL eCS in its sole and absolute discretion); or
- (k) Shipments which contain obscene or pornographic articles.

(2) DHL eCS has the right and shall be entitled to:

- (a) refuse acceptance of Unacceptable Shipments; or
- (b) if it has already been handed over, abandon it, dispose of it, hand it over to the relevant authorities, return it or store it until its collection and to invoice the Sender for any additional costs incurred as a result of taking any of the aforementioned measures without incurring any liability to the Sender, Consignee or any other third party.

#### 4.不可承运的货物

(1) 寄件人同意，以下货物不可承运，因此排除在 DHL 电子商务解决方案的运输和任何相关服务之外：

- (a) 包含膺品、未经许可的复制品、伪造品、活体动物或植物、人或动物遗骸、毒品或麻醉剂、易腐物品或需要特殊处理的物品（如需要温度或湿度控制的物品）；
- (b) 包含管制品和/或不符合适用的贸易法；
- (c) 包含需缴纳消费税、适用特殊监管程序或需要获得运输授权的货物；
- (d) 任何适用的制裁名单将寄件人、任何控股公司、收件人或任何直接或间接参与装运、交易或与寄件人签订合同的第三方列为被拒方；
- (e) 《万国邮政公约》和补充文件、国际航空运输协会 (IATA) 或国际民用航空组织 (ICAO) 的规则禁止运输或受特别限制的货物或物品；
- (f) 危险货物国际道路运输欧洲公约 (ADR) (就道路运输货物而言)、国际航空运输协会和国际民用航空组织(就空运货物而言)或其他相关组织归类为危险材料、危险货物、禁止或限制物品的货物；
- (g) 包装不合适或有破损；
- (h) 其内容侵犯知识产权，包括膺品、伪造品或未经许可的复制品（品牌和商标盗版）；
- (i) 其内容或外部特征可能导致人员伤亡、感染或财产损失的货物；
- (j) 包含现金或作为其他支付方式、贵金属、艺术品、珠宝、宝石、其他贵重物品或证券的货物（但经 DHL 电子商务解决方案酌情自行同意的除外）；或
- (k) 含有淫秽或色情物品的货物。

(2) DHL 电子商务解决方案应有权：

- (a) 拒绝接收不可承运的货物；或
- (b) 如果已经移交，则予以丢弃、处置、移交给相关机构、返还或储存至寄件人接收，并就采取上述任何措施所产生的任何额外费用向寄件人开具发票，而不对寄件人、收件人或其他任何第三方承担任何责任。

#### 5. Sender's Obligations

The Sender has full responsibility and following obligations:

- (1) to not request DHL eCS to provide services that would cause, directly or indirectly, a violation of any applicable Trade Laws;
- (2) to prepare and adequately pack the Shipment to ensure safe transportation with ordinary care in handling through an automated system;
- (3) to (i) label the Shipment adequately, (ii) provide accurate and complete information for customs purposes (such as goods description, tariff classification, value), and (iii) mark the Shipment with a complete name, and true address of the actual Consignee and the Sender;
- (4) Sender retains the obligation for recordkeeping and submission of information and documents relating to Sender's Shipments, as required by relevant government authorities;
- (5) to obtain all necessary consents in relation to personal data provided to DHL eCS including Consignee's data as may be required for transport, customs clearance and delivery, such as email address and phone numbers;
- (6) to provide any information, and attach to the Shipment any document, as may be required to handle Sender's Shipments in compliance with applicable Trade Laws. All information provided by Sender shall be true, complete and accurate. DHL eCS shall have no obligation to check the accuracy and completeness of the documents. If any document is missing, the Sender shall submit it forthwith upon request and at the latest within five working days. Failing timely receipt, DHL eCS may treat the Shipment as an Unacceptable Shipment pursuant to Section 4. If Sender identifies errors or inaccuracies, Sender shall promptly notify DHL eCS of the error/ inaccuracy;
- (7) to (i) export classify the goods in the Shipment, (ii) ensure and warrant that the Shipment does not contain Controlled Items and (iii) notify DHL eCS immediately in writing, when Sender has knowledge or reasons to believe that the Shipment contains Controlled Items or does not comply with applicable Trade Laws;
- (8) to ensure and warrant that the final destination, any known end-user and end-use comply with applicable Trade Laws and that no Shipment will be sent to embargoed destinations or Denied Parties;
- (9) to ensure and warrant, that (i) Sender, (ii) if applicable, Sender's beneficial owner or any holding company, (iii) Consignee, (iv) the Sender's affiliates or any third party contracted by Sender (e.g. subcontractors), directly or indirectly in conjunction with the Shipment or transaction, is not a Denied Party;
- (10) Sender agrees to provide DHL eCS immediately upon request by DHL eCS with full information about the nature of its Shipment and their intended use, as well as the identities of all parties which have any legal, financial or commercial interest in the Shipment; and
- (11) to sign a letter of indemnity or similar document upon request of and if deemed necessary by DHL eCS for any Shipment. For any such Shipments, the terms of such letter of indemnity will apply and will govern in the case of conflict with these GTC.

## 5. 寄件人的义务

寄件人承担以下全部责任和义务:

- (1) 不要求 DHL 电子商务解决方案提供可能直接或间接违反任何适用贸易法的服务;
- (2) 备妥并妥善包装货物, 以确保通过自动化系统以一般的注意义务可以安全运输;
- (3) (i) 适当张贴货物标签, (ii) 提供通关所需的准确和完整的信息 (如货物描述、税则归类、价值), 以及 (iii) 在货物上标示实际收件人和寄件人的完整名称和真实地址;
- (4) 根据相关政府机构的要求, 寄件人有保留货物记录和提交货物相关信息和文件的义务;

- (5) 获得与提交 DHL 电子商务解决方案的个人数据相关的所有必要同意，此类数据包括运输、清关和交付可能需要的收件人的数据如电邮地址和电话号码等；
- (6) 根据适用的贸易法，提供处理寄件人货物可能需要的任何信息，并在货物上附上任何要求的文件。寄件人提供的信息应真实、完整和准确。DHL 电子商务解决方案没有义务检查文件的准确性和完整性。如果任何文件丢失，则一经要求，寄件人应及时并最迟在五个工作日内提交。如果未收到该等文件，则 DHL 电子商务解决方案可根据第 4 条的规定，将该批货物视为不可承运的货物。如果寄件人发现错误或不准确，则寄件人应及时向 DHL 电子商务解决方案通知该等错误/不准确；
- (7) (i) 对货物中的物品进行出口分类，(ii) 确保并保证货物不包含管制品，以及 (iii) 当寄件人知道或有理由相信货物中包含管制品或不符合适用的贸易法时，应及时书面通知 DHL 电子商务解决方案；
- (8) 确保并保证最终目的地、任何已知最终用户和最终用途符合适用的贸易法，并且不会向禁运目的地或被拒方发送任何货物；
- (9) 确保并保证 (i) 寄件人、(ii) 寄件人的受益所有人或任何控股公司(如适用)、(iii) 收件人、(iv) 寄件人的关联公司或与寄件人直接或间接签订合同且与货物或交易相关的任何第三方（如分包商）并非被拒方；
- (10) 寄件人同意，一经 DHL 电子商务解决方案要求，及时向 DHL 电子商务解决方案提供关于货物性质及其预期用途的完整信息，以及对货物享有任何法定权益、经济利益或商业利益的所有利益方的完整信息；  
及
- (11) 一经 DHL 电子商务解决方案要求，签署 DHL 电子商务解决方案视为必要的任何货物的赔偿保证书或类似文件。对于任何此类货物，此类赔偿保证书的条款予以适用，并且在与本通用条款与条件发生冲突的情况下，以此类赔偿保证书的条款为准。

## 6. Indemnification

- (1) Notwithstanding any other rights of DHL eCS, the Sender shall indemnify DHL eCS from any liability for third-party claims resulting from the unintended transportation or delivery of Unacceptable Shipments. The contractual liability of DHL eCS for its own conduct and that of its agents or subcontractors remains unaffected.
- (2) The Sender undertakes to indemnify DHL eCS promptly upon first demand against any loss or damages arising out of any alleged third-party claims and any other loss or damage that DHL eCS incurs as a result of an unintended transportation or delivery of Unacceptable Shipments due to misconduct by the Sender. The indemnity by the Sender shall also cover the expenses incurred by DHL eCS in connection with the provision of information, confiscation by the customs authorities or border seizure which are required by law or have been ordered by a court or a government authority.
- (3) DHL eCS shall also be entitled to exercise the rights referred to in the paragraph above if it suspects the Shipment to be an Unacceptable Shipment and the Sender fails to comply with DHL eCS's request to supply information.
- (4) DHL eCS is not obliged to run checks for Unacceptable Shipments. However, DHL eCS shall be entitled to open a Shipment and to inspect the contents if it suspects that the Shipment to be an Unacceptable Shipment. In addition to the foregoing, DHL eCS has the right to open and inspect a Shipment without notice for security or customs or other valid reasons. Further, DHL eCS carries out regular checks in accordance with the applicable statutory aviation security regulations and if goods which may not be transported by air are found, or if there is reason to suspect that these goods ought not to be transported by air, DHL eCS shall be entitled to either transport the goods by land or sea, notwithstanding its other rights under Section 3(4), or return such goods to the Sender at the latter's expense.

## 6. 赔偿

- (1) 尽管 DHL 电子商务解决方案享有其他任何权利，若其因意外运输或交付不可承运的货物而遭致任何第三方索赔，则寄件人应予赔偿。DHL 电子商务解决方案对其自身行为及其代理人或分包商的行为的合同责任不受影响。
- (2) 寄件人承诺，一经 DHL 电子商务解决方案要求，及时向 DHL 电子商务解决方案赔偿因任何第三方索赔引起的任何损失或损害，以及由于寄件人的不当行为，意外运输或交付不可承运的货物而导致的任何其他损失或损害。寄件人的赔偿还应包括与因信息的提供，根据法律要求、法院命令或政府当局指令、海关当局或边境当局没收货物有关而招致的 DHL 电子商务解决方案的费用。
- (3) 如果 DHL 电子商务解决方案怀疑货物属于不可承运的货物，并且寄件人未能遵守 DHL 电子商务解决方案关于提供信息的要求，则 DHL 电子商务解决方案亦有权行使上述段落的权利。
- (4) DHL 电子商务解决方案没有义务对不可承运的货物进行检查。但是，如果 DHL 电子商务解决方案怀疑货物属于不可承运的货物，则有权打开包装并检查货物。除上述规定外，DHL 电子商务解决方案有权出于安全、通关或其他正当理由，在不通知的情况下打开包装并检查货物。此外，DHL 电子商务解决方案根据适用的航空安全条例进行定期检查，如果发现不能空运的货物，或者如果有理由怀疑货物不应该空运，则 DHL 电子商务解决方案有权通过陆路或海路运输货物。尽管 DHL 电子商务解决方案拥有第 3 条 (4) 项所述的有其他权利，仍可将此类货物退运寄件人，并由寄件人承担相应费用。

## 7. DHL's Obligations and Rights

- (1) DHL eCS shall transport the Shipments and hand them over to the participating foreign companies for further transportation and delivery to the Consignees in accordance with the usual procedures for parcels in the specific country of destination. It shall be at the discretion of DHL eCS to select the type, route, and means of transport or to provide all services by third party transport companies taking into consideration the Sender's interests.
- (2) The Shipments shall be delivered to the Consignee's address specified by the Sender, though not necessarily personally to a Consignee named in person. Shipments to addresses with central mail departments shall be delivered to these departments.
- (3) Upon application by the Sender or the Consignee, DHL eCS shall carry out an inquiry as to the whereabouts of parcels. Requests for inquiries can only be lodged within the time set out in Section 11(4).
- (4) DHL eCS shall prepare the relevant import/export documents on the basis of the information and documentation provided by the Sender and follow any lawful instruction issued by any government authority with respect to the Shipment, including but not limited to detention, inspections or forfeiture.
- (5) DHL eCS does not assume any liability for the content of the Shipment and the accompanying documents, even if these are prepared by or on behalf of DHL eCS upon the Senders request. The Sender remains solely responsible for all risks and consequences of importing and exporting goods. This shall apply independently of the grounds on which the dispatch is restricted or prohibited, either by applicable statutory provisions or is restricted or excluded under these GTC or other contractual provisions. Sections 2(3) and 6(2) remain unaffected.
- (6) DHL eCS does not provide any legal advice or Denied Party screening on behalf of the Sender.

## 7. DHL 的权利与义务

- (1) DHL 电子商务解决方案应根据特定目的地的正常包裹运输程序运输货物，并将货物移交给参与的外国公司，以便进一步运输和交付至收件人。DHL 电子商务解决方案有权选择运输类型、路线和方式，或考虑寄件人的利益，由第三方运输公司提供所有服务。
- (2) 货物应交付至寄件人指定的收件人地址，但不一定亲自交给指定的收件人。发往中央邮政部门地址的邮件应送达这些部门。

- (3) 一经寄件人或收件人申请，DHL 电子商务解决方案应查询包裹下落。查询申请只能在第 11 条 (4) 款规定的时间内提出。
- (4) DHL 电子商务解决方案应根据寄件人提供的信息和文件编制相关的进口/出口文件，并遵循任何政府当局所发布的关于货物的任何合法指示，包括但不限于扣留、检查或没收的指示。
- (5) 即使货物随附文件是 DHL 电子商务解决方案或其代表根据寄件人的要求编制，DHL 电子商务解决方案也概不负责货物和随附文件的内容。寄件人对进出口货物的所有风险和后果承担全部责任。无论是根据适用的法定条款、本通用条款与条件或其他合同条款限制或禁止发货，本款规定均独立适用。第 2 条 (3) 款和第 6 条 (2) 款不受影响。
- (6) DHL 电子商务解决方案不代表寄件人提供任何法律建议或被拒方审查。

## 8. Customs Clearance

- (1) DHL eCS may perform any of the following activities on Sender's behalf in order to provide its Services:
  - (a) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations;
  - (b) act as Sender's forwarding agent for customs purposes; and
  - (c) redirect the Shipment to Consignee's import broker or other address upon request by any person who DHL eCS believes in its reasonable opinion to be authorised.
- (2) Sender agrees to appoint DHL eCS (and its affiliates) to act as its customs representative and true and lawful agent for and on behalf of Sender for purposes of making customs entry and/or to other effect lawful importation and exportation of the Shipments, including returns.
- (3) Where required and legally applicable, Sender shall secure the necessary legal empowerments/ authorizations to ensure that DHL eCS (and its Affiliates) can lawfully conduct its services.
- (4) DHL eCS does not provide the following services:
  - (a) Act for or on behalf of Sender, Consignee or other parties as (i) exporter for export control purposes, (ii) exporter of record for customs compliance purposes (EOR) or (iii) applicant or holder of authorizations, licenses or permits related to regulatory restrictions or requirements on the import, export, transit or transfer of the goods and (iv) where legally applicable, as indirect customs representative (Importer of Record);
  - (b) Application for any kind of licenses or authorizations for or on behalf of Sender, Consignee/Recipient or other third parties;
  - (c) Export control classifications;
  - (d) Customs valuation or other tax or duty related valuations – although DHL eCS may have to calculate customs duties and taxes in Delivery Duty Paid (DDP) shipments to destinations where transportation and insurance costs should be included as part of the dutiable value;
  - (e) Any country of origin analysis;
  - (f) Free trade agreement or other trade preference programs eligibility analysis;
  - (g) Requests to government authorities for formal decisions, rulings or the like relating to a customer's shipment, products or services; or



- (h) Making representations before, and/or submissions to, government authorities on a customer's behalf in response to, and/or as a request for, formal decisions, rulings, protests, audits or the like relating to said customer's shipments, products or services.

## 8. 清关

- (1) 为了提供运输服务，DHL 电子商务解决方案可以代表寄件人执行以下任何活动：
  - (a) 填制任何文件，修改产品或服务代码，并支付适用法律法规要求的任何关税或税款；
  - (b) 出于清关目的担任寄件人的货运代理；以及
  - (c) 一经任何 DHL 电子商务解决方案合理认为应获得授权之人的要求，将货物重新寄送至收件人的进口代理或其他地址。
- (2) 寄件人同意指定 DHL 电子商务解决方案（及其关联公司）作为寄件人的通关代理和真实合法代理人，以办理包括退运在内的货物报关和/或其他合法进出口手续。
- (3) 一经要求且在法律适用的情况下，寄件人应获得必要的法律授权/权限，以确保 DHL 电子商务解决方案（及其关联公司）能够合法提供服务。
- (4) DHL 电子商务解决方案不提供以下服务：
  - (a) 作为寄件人、收件人或其他方的以下代表行事：(i) 出口管制目的的出口商，(ii) 海关合规目的的海关登记出口商 (EOR)，或 (iii) 与货物进口、出口、过境或转移的监管限制或要求相关的授权书、执照或许可证的申请人或持有人，以及 (iv) 在法律适用的情况下，作为间接通关代表（海关登记进口商）；
  - (b) 为寄件人、收件人/接收方或其他第三方或作为其代表申请任何类型的许可证或授权书；
  - (c) 出口管制分类；
  - (d) 海关估价或其他与税收或关税相关的估价，但 DHL 电子商务解决方案可能必须计算包括运输费用和保险费在内的“完税后交货（指定目的地）”(DDP) 的关税和税款；
  - (e) 任何原产国分析；
  - (f) 自由贸易协定或其他贸易优惠计划的资格分析；
  - (g) 向政府机构申请与客户的装运、产品或服务相关的正式决定、裁决等；或
  - (h) 代表客户向政府当局作出声明和/或提交材料，以响应与所述客户的货物、产品或服务相关的正式决定、裁决、否决、审计和/或提出相关申请。

## 9. Non-Deliverable Shipments and Returns

- (1) If necessary for the return of undeliverable Shipments, the Sender agrees that a corresponding return label as per DHL eCS's requirements shall be attached to such Shipment. The Sender shall use best efforts to assist DHL eCS in returning such Shipment, and particularly to furnish all necessary customs documents and all other documents and information which may be required for the return.
- (2) If the Consignee refuses to accept a Shipment or refuses to make payment, DHL eCS shall be entitled to release, sell, destroy or otherwise dispose of such Shipment without incurring any liability to the Sender, Consignee or any other third party, provided that DHL eCS has made reasonable efforts to return such Shipment at the expense of the Sender or if applicable law prohibits or prevents the return of such Shipment to the Sender.

- (3) Unless special instructions are agreed in writing between the Parties, if an undeliverable Shipment is returned in accordance with Sections 9(1) and 9(2), DHL eCS reserves the right to determine the timeframe for, the manner (i.e. whether individually or on a consolidated basis) and the mode of transport for such returned Shipment.

## 9.不可交付的货物和退运

- (1) 如有必要退运不可交付的货物，则寄件人同意，DHL 电子商务解决方案可按要求在此类货物上附加相应的退运标签。寄件人应尽最大努力，尤其是提供所有必要的海关文件以及退运可能需要的所有其他文件和信息，协助 DHL 电子商务解决方案退运此类货物。
- (2) 如果收件人拒绝接受货物或拒绝付款，则 DHL 电子商务解决方案有权出让、出售、销毁或以其他方式处置此类货物，而不对寄件人、收件人或其他任何第三方承担任何责任，但前提条件是，DHL 电子商务解决方案已做出合理努力，在寄件人承担费用的情况下退运此类货物，或者所适用法律禁止或阻止向寄件人退运此类货物。
- (3) 除非双方以书面形式特别约定，否则根据第 9 条 (1) 款和第 9 条 (2) 款退运任何不可交付的货物，DHL 电子商务解决方案保留决定此类货物的退运时间表、退运方式（无论是单独退运还是统一退运）和运输方式的权利。

## 10. Charges

- (1) The Sender shall pay to DHL eCS the agreed charges for the agreed services.
- (2) All prices indicated are exclusive of any taxes, customs duties and fees. Such taxes, customs duties and fees shall be invoiced to and payable or reimbursable by Sender.
- (3) All invoices shall be due and payable by the Sender, without deduction or set-off, within the credit period granted by DHL eCS.
- (4) In case of non-payment by the Sender of any outstanding amount, DHL eCS shall be entitled to suspend any or all of the services, charge interest on all overdue amounts from the due date until payment and/or exercise such other right or remedy in respect of such outstanding amount.
- (5) In the event that the Sender's original choice of service and/or product is no longer applicable or available for any reason, DHL eCS reserves the right to select the next best available or appropriate service and/or product in respect of the Sender's Shipment and the charges for the service and/or product actually performed shall constitute the charges for the said Shipment.
- (6) DHL eCS reserves the right to charge based on the higher of actual or volumetric weight per piece and any Shipment may be re-weighed and re-measured by DHL eCS to confirm this calculation. This is referred to as "chargeable weight" and may be billed on a separate invoice.

## 10.费用

- (1) 寄件人应向 DHL 电子商务解决方案支付约定服务的约定费用。
- (2) 所有标明的价格不包括任何税费、关税和费用。此类税款、关税和费用应向寄件人开具发票，并由寄件人支付或报销。
- (3) 寄件人应在 DHL 电子商务解决方案批准的付款期限内支付所有到期应付的发票，不得有任何抵扣或抵消。
- (4) 在寄件人未支付任何逾期款项的情况下，DHL 电子商务解决方案有权暂停任何或所有服务，从到期日起对所有逾期款项收取利息，直至寄件人付款和/或行使与该等逾期款项相关的其他权利或救济。
- (5) 在寄件人最初选择的服务和/或产品出于任何原因不再适用或不可用的情况下，DHL 电子商务解决方案保留就寄件人的货物选择其他最佳或适当的服务和/或产品的权利，而实际提供的服务和/或产品的费用应构成所述货物的费用。

- (6) DHL 电子商务解决方案保留根据每件货物实际重量或体积重量中的较高者收费的权利，任何货物均可由 DHL 电子商务解决方案重新称重和重新测量，以确认收费结果。该重量被称为“计费重量”，可以在单独的发票上计费。

## 11. Liability

- (1) DHL eCS's liability for any and all services is strictly limited to direct loss and damage to a Shipment only and to the limits of liability set out in this Section 11. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL eCS's attention before or after acceptance of the Shipment.
- (2) DHL eCS's liability in respect of any one international Shipment is limited as follows:
- (a) For DHL Packet Plus International and DHL Parcel International Standard Shipments, DHL eCS's liability shall be limited to the Shipment's declared value or 40 Euros, whichever is lower. If any of the aforesaid limitation amounts are in a currency other than the currency in which the invoices are normally presented, such amounts shall be converted at DHL eCS's then-prevailing Network Exchange Rate (NER) to the currency in which the invoices are normally presented.
- (b) For DHL Parcel International Direct Shipments, DHL eCS's liability shall be limited to (i) the Shipment's declared value, (ii) 100 Euros, or (iii) 25 Euros per kilogram, whichever is the lowest. If any of the aforesaid limitation amounts are in a currency other than the currency in which the invoices are normally presented, such amounts shall be converted at DHL eCS's then-prevailing Network Exchange Rate (NER) to the currency in which the invoices are normally presented.
- (3) If Sender regards the limits set out in Sections 11(2)(a) (DHL Packet Plus International Shipments only) and 11(2)(b) as insufficient it must either request for Shipment Value Protection as described in Section 11(6) below (which will entail the payment of a supplementary charge) or make its own insurance arrangements.
- (4) All claims must be submitted in writing to DHL eCS within the timeframes set out below, failing which DHL eCS shall have no liability whatsoever:
- (a) For DHL Packet Plus International and DHL Parcel International Standard Shipments, all claims must be submitted in writing to DHL eCS within sixty (60) days from the date that DHL eCS accepted the Shipment.
- (b) For DHL Parcel International Direct Shipments, all claims must be submitted in writing to DHL eCS within thirty (30) days from the date that DHL eCS accepted the Shipment.
- (c) For Shipments covered by Shipment Value Protection, all claims must be submitted in writing to DHL eCS within thirty (30) days from the date that DHL eCS accepted the Shipment.
- (5) Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith. All of the original shipping cartons, packing and contents must be made available for DHL eCS's inspection and retained until the claim is concluded. DHL eCS is not obliged to act on any claim until all service charges have been paid.
- (6) DHL eCS can arrange Shipment Value Protection ("SVP") (to the extent that SVP is available) for Sender covering higher liability limit bands in respect of loss of or physical damage to the Shipments referred to in Section 11(3) above, provided the Sender requests and signs up for SVP before the Shipment is consigned to DHL eCS and pays the applicable supplementary charge for the relevant liability limit band. Additional terms and conditions relating to SVP shall apply and these shall be communicated to the Sender at the time the Sender signs up for SVP. For the avoidance of doubt, Section 11(4) shall apply to a claim relating to a SVP Shipment.

## 11. 责任

- (1) DHL 电子商务解决方案对任何及所有服务的责任严格限于货物直接损失和损坏的责任，并以第 11 条规定的责任范围为限。即使 DHL 电子商务解决方案在货物验收之前或之后已经知悉此类损失或损坏的风险，DHL 电子商务解决方案无需承担所有其他类型的损失或损坏（包括但不限于利润、收入、利息、未来业务的损失），无论是否属于特殊或间接损失或损坏。
- (2) DHL 电子商务解决方案对任何一票国际货物运输的责任限制如下：
  - (a) 对于 *DHL Packet Plus International* 及 *DHL Parcel International Standard* 货物，DHL 电子商务解决方案的责任应限于货物的申报价值或 40 欧元，以较低者为准。如果上述任何限额所适用的货币并非发票通常列示的货币，则此类限额应按照 DHL 电子商务解决方案当时的网络汇率 (NER) 转换为发票常用货币所列示的金额。
  - (b) 对于 *DHL Parcel International Direct* 货物，DHL 电子商务解决方案的责任仅限于 (i) 货物的申报价值，(ii) 100 欧元，或 (iii) 25 欧元/公斤，以最低者为准。如果上述任何限额所适用的货币并非发票通常列示的货币，则此类限额应按照 DHL 电子商务解决方案当时的网络汇率 (NER) 转换为发票常用货币所列示的金额。
- (3) 如果寄件人认为第 11 条 (2) 款 (a) 项（仅限 *DHL Packet Plus International* 货物）和第 11 条 (2) 款 (b) 项所述的限额不足，则必须按照以下第 11 条 (6) 款的规定申请货物保价服务（须支付额外费用）或自行购买保险。
- (4) 所有索赔必须在以下规定的时间内以书面形式提交 DHL 电子商务解决方案，否则 DHL 电子商务解决方案概不承担任何责任：
  - (a) 对于 *DHL Packet Plus International* 及 *DHL Parcel International Standard* 货物，所有索赔必须在 DHL 电子商务解决方案接受货物之日起六十 (60) 天内以书面形式提交 DHL 电子商务解决方案。
  - (b) 对于 *DHL Parcel International Direct* 货物，所有索赔必须在 DHL 电子商务解决方案接受货物之日起三十 (30) 天内以书面形式提交 DHL 电子商务解决方案。
  - (c) 对于接受货物保价服务的货物，所有索赔必须在 DHL 电子商务解决方案接受货物之日起三十 (30) 天内以书面形式提交 DHL 电子商务解决方案。
- (5) 每件货物仅限一次索赔，理赔为与此相关的所有损失或损坏的全部和最终结算。所有的原始装运箱、包装及内容须供 DHL 电子商务解决方案检查，并保留到理赔结束。在所有服务费用结清之前，DHL 电子商务解决方案无需支付任何索赔金额。
- (6) 对于上述第 11 条 (3) 款所述的对货物造成的损失或物理损坏，DHL 电子商务解决方案可为寄件人安排货物保价服务 (“SVP”)（在可行的情况下），以提供更高的责任限额，但前提条件是，寄件人应在将货物交付于 DHL 电子商务解决方案之前，申请 SVP 并为相关的责任限额级别支付适用的额外费用。SVP 的附加条款也应适用，在寄件人申请 SVP 之时，应向寄件人说明该等条款。为免生疑问，第 11 条 (4) 款应适用于与 SVP 货物相关的索赔。

## 12. Limitation of Liability regarding Delay of Delivery, Force Majeure

- (1) DHL eCS will make every reasonable effort to deliver the Shipment according to DHL eCS's regular delivery schedules, but these schedules are not binding and do not form part of the contract. DHL eCS is not liable for any damages or loss caused by delay.

- (2) Except to the extent of negligent acts or omissions by DHL, Sender agrees to indemnify and hold harmless DHL eCS and its subsidiaries, and their respective directors, officers, employees, and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, losses, and damages, suffered by reason of Senders's failure to comply with the GTC.
- (3) DHL eCS is not liable for any loss or damage arising out of circumstances beyond DHL eCS's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to DHL eCS; any act or omission by a person not employed or contracted by DHL eCS, e.g. Sender, Consignee, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, hurricane, storm, flood, fog, radiation contamination, pandemic, war, plane crash or embargo, riot or civil commotion, any information security-related threats including cyber-attacks ["cyber-attacks" shall include – without limitation – (distributed) denial-of-service attacks or, any form of computer code whether known or unknown, including "electronic possession", "logic bombs" "viruses", "ransomware", "Trojan horses", "worms", "spyware", "malware", "drop dead device" and "adware", which could, in any way, disable, disrupt, harm, impede or modify the performance or functionality of all or any part of any system, program, equipment, network or data], industrial action or disputes.

## 12.关于延迟交货、不可抗力的责任限制

- (1) DHL 电子商务解决方案应采取一切合理措施，确保按照正常交货进度交付，但是该进度并不具有法律约束力，也不构成合同的一部分。DHL 电子商务解决方案对延迟造成的任何损坏或损失概不承担责任。
- (2) 除 DHL 的疏忽、作为或不作为造成的之外，寄件人同意赔偿 DHL 电子商务解决方案、其关联公司及其各自的董事、高管、员工和代理，使其免受因寄件人未能遵守本通用条款与条件而遭受的所有诉讼、讼案、诉由、责任、索赔、判决、留置、裁决、损失和损害。
- (3) DHL 电子商务解决方案对因 DHL 电子商务解决方案无法控制的情况所造成的任何损失或损害概不承担责任。这些损失包括但不限于电子或摄影的图像、数据或记录的电子或磁介质损坏或擦除；与货物性质相关的任何缺陷或特征，即使 DHL 电子商务解决方案知悉该等情况；寄件人、收件人、第三方、海关关员或其他政府官员等并非 DHL 电子商务解决方案雇佣或签约人员的任何作为或不作为；“不可抗力”，如地震、飓风、台风、风暴、洪水、大雾、辐射污染、流行病、战争、飞机坠毁或禁运、暴动或骚乱、包括网络攻击在内的任何信息安全相关威胁（“网络攻击”应包括但不限于[分布式]拒绝服务攻击或任何形式的计算机代码（无论已知或未知），包括“电子入侵”“逻辑炸弹”“病毒”“软件”“木马”“蠕虫”“间谍软件”“恶意软件”“完全停机设备”和“广告软件”，它们可能以任何方式使任何系统、程序、设备、网络或数据的全部或任何部分的性能或功能失效、中断、受损、阻碍或修改）、劳工行动或纠纷。

## 13. Data Protection and Information Security-Related Threats

- (1) In the event any information submitted by Sender to DHL eCS contains personal data that is subject to the protection of applicable privacy and data protection laws and regulations, DHL eCS shall limit the disclosure and processing of the personal data (to other members of the Deutsche Post DHL group of companies worldwide and relevant third parties) to such extent as is reasonably required to effect performance of the services, to manage and administer the Sender's account(s) with DHL eCS, to advertise products and services provided by DHL eCS (subject at all times to the Sender's right to decline and DHL eCS's compliance with applicable privacy and data protection laws and regulations) and for such other purposes as may be required by law, including but not limited to communicating the same to customs authorities.
- (2) The Sender warrants that all personal data provided to DHL eCS has been fairly and lawfully obtained and the Sender has authority to disclose such personal data to DHL eCS for the purposes mentioned above. The Sender

shall fully indemnify and keep DHL eCS fully indemnified against any and all liability incurred by DHL eCS as a result of such breach howsoever arising.

- (3) The Sender acknowledges and agrees that DHL eCS will collect, store, process and transfer (including but not limited to cross-border transfer) personal data provided by the Sender or the Consignee as required for the provision of the Services, including but not limited to the name, address and contact information of the Sender and the Consignee, in accordance with applicable laws and the Deutsche Post DHL Data Privacy Policy, which is available at <https://www.dhl.com/cn-en/home/footer/local-privacy-notice.html>.

DHL eCS will notify courts and public authorities of customer data as may be legally required.

- (4) DHL eCS ensures that it maintains appropriate security measures in line with International Standard Organization ISO 27001/2013 or similar standards. This is DHL eCS's entire obligation regarding the security of Customer's Information and DHL eCS's IT-systems in connection with Customer's use of DHL eCS's Services. Customer is responsible for maintaining back-up copies of its Information and protecting its own IT-Systems.

### 13.数据保护和信息安全相关威胁

- (1) 如果寄件人提交 DHL 电子商务解决方案的任何信息包含受适用的隐私和数据保护法律法规保护的个人信息数据，则 DHL 电子商务解决方案对个人数据（向德国邮政敦豪集团的全球公司及相关第三方）的披露与处理限于 DHL 电子商务解决方案履行其服务、管理寄件人账户，及对 DHL 电子商务解决方案提供的产品与服务进行广告宣传（寄件人始终有权拒绝且 DHL 电子商务解决方案必须遵守适用的隐私权与数据保护法律与法规）及法律规定的其它目的，包括将上述信息发送至海关当局。
- (2) 寄件人保证向 DHL 电子商务解决方案提供的所有个人数据均通过合法正当方式获得，且寄件人有权按照上述目的向 DHL 电子商务解决方案披露该等个人数据。寄件人应向 DHL 电子商务解决方案提供充分补偿，使其免于承担因该等违约行为而导致的任何及所有责任。
- (3) 寄件人确认并同意，DHL 电子商务解决方案将根据适用法律和德国邮政敦豪集团的数据隐私政策，为提供相关服务之必要目的，收集、存储、处理和转移（包括但不限于跨境转移）由寄件人或收件人提供的个人数据，包括但不限于寄件人和收件人的姓名、地址和联系信息。德国邮政敦豪集团的数据隐私政策见 <https://www.dhl.com/cn-zh/home/footer/local-privacy-notice.html>。

DHL 电子商务解决方案将按照法律要求向相关法院和政府机构提供客户数据。

- (4) DHL 电子商务解决方案确保其保持与国际标准组织 ISO 27001/2013 或类似标准相符的适当安全措施。就客户信息安全以及与客户使用 DHL 电子商务解决方案服务相关的 DHL 电子商务解决方案信息技术系统而言，这是 DHL 电子商务解决方案的全部义务。客户负责维护其信息的备份副本，并保护其自己的信息技术系统。

### 14. Final Provisions

- (1) Any dispute arising under or in any way connected with these GTC shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment.
- (2) The invalidity or unenforceability of any provision of these GTC shall not affect any other part of these GTC.
- (3) A person who is not a party to these GTC may not enforce any term of these GTC under any laws purporting to grant such rights which is hereby excluded to the extent permissible but this does not affect any right or remedy of a third party which exists or is available apart from such laws.
- (4) These GTCs are written in both Chinese and English versions. In case of any discrepancy or conflict between the two versions, the English version shall prevail.

### 14.最终条款

- (1) 本通用条款与条件引起或与之相关的任何争议应受货物来源国法院的非专属管辖，并受货物来源国法律的约束。
- (2) 本通用条款与条件中任何条款的无效或不可执行性不影响本通用条款与条件其他任何条款的有效性及其可执行性。
- (3) 非本通用条款和条件缔约方的个人（即第三方）不得要求执行本通用条款和条件的任何条款，即使依照某些法律规定第三方被授予该等权利（此类规定将在法律允许的前提下被排除，但第三方在此类规定以外所享有的权利或救济将不受影响）。
- (4) 本通用条款与条件有中文和英文两种版本。若两种语言版本有任何不一致或冲突之处，则以英文版为准。

## 15. Customer Service

- (1) For any queries or complaints, please contact our customer service at the website below:

<https://www.dhl.com/cn-en/home/our-divisions/ecommerce/customer-service/contact-ecommerce-business-contact-us.html>

## 15.客户服务

- (1) 如有任何疑问或投诉，请通过以下网站联系客服：

<https://www.dhl.com/cn-zh/home/our-divisions/ecommerce/customer-service/contact-ecommerce-business-contact-us.html>

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